FOR MYSORE STATE

Devt (195) Department.

Ms SERIES.

G.O. NO.

5084

Dated 14. 11. 51

[Despatch Abstract.]

Sub Mines - Mining lease - Red Oxide of Iron, Manganese and Red Ochre (Bellary) Sandur Taluk - Murarpur village - S. No 700 acres - grant of - application of Sri K Narayana Rao - sanctioned

11791 1

REVENUE DEPARTMENT

Subject.

MINING - MINING LEASE - RED OXIDE OF IRON, MANGANESE AND RED OCHRE - (BELLARY) - SANDUR TALUK - MURARPUR VILLAGE - EXTENT - 700 acres - APPLICATION OF SRI K. NARAYANAIAH - GRANT RECOMMENDED.

Station: Madras. Dated. 25-10-1951.

No.Ref.L.10349/51-1

From

Sri N.C. Thomas, B.A., Joint Secretary, Board of Revenue.

Sri V.N.Kudva, I;C.S., Commissioner for Commercial Taxes.

Read:-

From the Collector of Bellary, No.Roc.15865/51 A1 dated, 11-10-1951.

Read Again:-

Sri K. Narayaniah of Bellary has applied for the grant of a M.L. for 20 years to mine red oxide of iron, Manganese and red ochre in Murarpur Kanvi of Murarpur Village over an extent of 700 acres in Sandur Taluk.

In this connection I invite the attention of the Board to G.O. Ms.No. 957 Development Department dated 7-3-1951 where in the Government were pleased to sanction the grant of a P.L to Sri K. Narayanaiah to prospect for and mine the above minerals over the same area for a period of one year.

The application is in order. He has remitted the prescribed application fee of Rs.200/- and a sum of Rs.500/- towards preliminary expenses in Ch.No.1185 and 1186 dated 14-9-1951 respectively.

The area applied for is situated in the Sandur Reserve Forest and is at the disposal of the Government the forest Range Officer reported that the area in question does not contain any considerable valuable tree growth and the growth is mainly of scrub type. The District Forest Officer, Bellary had no objection to its grant for mining operations.

The Government have renewed the certificate of approval held by the applicant for the year 1951 and the notification was also published at pages 119 of part 1 Fort St. George Gazette dated 23-1-1951.

In the circumstances I recommend that the lease applied for by the applicant may be granted for a period of 20 years to mine red oxide of iron, Manganese, and red ochres over an extent of 700 acres in Murarpur village limits of Sandur Taluk subject to the General conditions mentioned in Sub rule I of Rule 41 of theM.C. Rules 1949 and also to the Special conditions enumerated in Sub rule (2) of rule 41 of the said rules as finalised in G.O.No.2326 dated 23-5-1951.

I enclose here in the application the two chalans and a copy of the sketch showing the area applied for by the applicant.

-:-

REFERENCE.

Submitted to the Government.

2. In the circumstances reported by the Collector of Bellary, the Board recommends that a mining lease for red oxide of iron, manganese and red ochre over an extent of 700 acres in Murarpur village, Sandur Taluk may be granted to Sri K. Narayanaiah for a period of twenty years subject to the general conditions, mentioned in Sub-Rule (1) of Rule 41 of the Mineral concession Rules 1949 and also to the special conditions with reference to sub-rule (2) of the same rule as finalised in G.O. Ms.No.2326 Dev. dated, 23-5-1951 as proposed by the Collector.

for JOINT SECRETARY.

To The Secretary to Government,
Development Department,
Madras.
(with application, chalan and sketch to be returned.)

skr.26-x-1951.

108/16/A

3

Development (J) Department.

Mines - Mining lease - Re of Oxide of Iron, Manganese and Red Ochre Bellary - Sandur, taluk - Muraptur village - S.No. - 700 - acres - grant of - Shri K. Narayanaiah - Sanctioned.

Read:

From the Board of Revenue. Ref: No. L.10349, 51-1 dt. 25.x.51

G.O. MS. NO. - - - - - - - - - - - - - DATED - - - - - - - - - - - -

The Government sanction the grant to Shri K. Narayanaiah - Manganese and Red Ochre, of a mining lease for Red Oxide of Iron for a period of 20 years years over an extent of 700 - acres in S.No. Muraptur village, Sandur taluk, Bellary District subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in any ~~the~~ Government Treasury, before the 10th January of every year.

(ii) ~~the~~ lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the ~~xxxxxx~~ lease.

(iii) the lessee shall not fell trees if any without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shal pay the .....

pay the value of the trees together with a compounding fee subject to a maximum of 10 times the value of the said trees.

(iii) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government.

(iv) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(v) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the collector for weighing the minerals collected by him.

(vi) The lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governer and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same.

(vii) the lessee shall take such precautions as are necessary to secure pits and shafts by putti ; up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.

p.t.o.

(~~ix~~ viii) that on the occurence of any accident, the lessee shall report, such accident immediately to the nearest police station/the nearest ~~the~~ Factory Inspector and the Labour Commissioner,

(~~x~~ ix) the lessee shall execute an indemnity bond to Government against the claims of third parties,

(~~xi~~ x) the lessee will at the expiration or sooner determination of the said term deliver upto the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings, structures and other works and conveniences ~~which~~ with/at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals,

(xii) ~~If~~ / after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same/shall, if not removed by the lessee within one calendar month after notice in writing requiring/their removal is given to the lessee by the Collector be deemed to become the property of the

Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the ~~lessee~~ lessee in respect thereof;

(xiii) In the event of the existence of a ~~state~~ state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Government ~~or~~ OR after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may preempt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the ~~xxxx~~ exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the ~~xxxx~~ said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiv) (a) the licensee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without ~~xxx~~ thirty days previous notice in writing to the District Forest Officer

nor without .....

nor without obtaining the written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe.

(b) the area without the reserved forest limits must be demarcated by a declared fire line of not less than 40 ft. wide which will be cut and kept cleared by the Forest Department at the expense of the lessee.

(c) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer.

(d) the lessee must take suitable precautions to prevent fires from spreading into the adjoining reserved forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out.

(e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the D.F.O. and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer. He must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer.

(f) The lessee should keep the stocks of beryl or any other prescribed substance under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface .....

5/ "Surface rent shall be as follows:

Royalty: Manganese: (a) High grade- (45% Mn and over) } Five per cent of the sale value at the pit's mouth, subject to a minimum of Re1 per ton.

(b) Low grade — (Below 45% Mn) } - Five per cent of the sale value at the pit's mouth subject to a minimum of As. 8 per ton.

Red oxide of iron and Red ochre: Five per cent of the sale value at the pit's mouth.

5/ Dead Rent:- Rs 10/- (Rupees ten) per acre per annum in respect of each of the minerals.

SURFACE RENT: At such rate as the land revenue and cesses assessable on the land are paid.

3. The applicant should pay a deposit of Rs 1000/- as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The form of the lease deed is under print separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. Pending the execution of the lease deed in the proper form, the Government have no objection to the lessee starting mining operations after giving an undertaking

(1) to abide by the above conditions and also the conditions governing the lease which will be hereafter prescribed by the Government and

(2) to give possession of the land to Government if so required by them at any time before the execution of the lease deed without liability to pay any compensation to him for any expenditure incurred by him and

(3) after paying an additional security deposit of Rs. 500 for the due fulfilment of the conditions.

6. The Collector of Bellary is requested to take .....

take necessary further action.

To the Board of Revenue. with flag (B)
To the Collector of Bellary
To K. Narayaniah, Mineral Merchant, Fort. Bellary.

Spare copies 3.

C. entry against for executing the lease deed and the indemnity bond.

Mining – M.L. – Red Oxide of Iron, Manganese and Red Ochre (Bellary) Murapur Vge – 700 acres – Applin of Sri K. Narayanaiah.

C.No. 117911 J/51

From the Bd of Rev L. 10349/51-1 dt. 25/x/51

pp1-2 cf

In January 1951, Sri. K. Narayaniah applies for a prospecting licence for Red Oxide, Manganese ore and Red Ochre over an extent of 700 acres in Murapur vge of Sandur Tk, Bellary dt. for a period of one year and on the recommendations of the Coll. and Bd. of the Rev, the prospecting licence was granted in G.O. Ms 957 Dev. dt. 7.3.'51.

p19 cf & (P)

p17 cf (P)

pp23-27 cf & (P)

Now, Sri. Narayaniah has applied for a mining lease for twenty years to mine red oxide of iron, Manganese and Red Ochre in the same area of 700 acres. He has remitted the prescribed application fee of Rs 200/:- and a sum of Rs 500/:- towards preliminary expenses. He holds a valid certificate of approval for the year 1951.

p1 & (B)

p5 of (B)

p7 of (B)

B comp 2 cf & to fill (Corr. 117909 J/51)

R comp 1 cf

The area applies for lies in the Sandur R.F and is at the disposal of the Govt. The area does not contain any considerable, valuable tree growth and as such the Dt. Forest Officer has no objection to the grant of mining lease over that area. The Coll. has therefore recommended the grant of mining lease subject to the general and special conditions referred to at A comp 1 cf. The Bd of Rev has endorsed the views of the Coll.

– do –

– do –

K comp 1 cf

b 2 cf

I.G.T.

The special conditions requires to be in the order are those which have been stipulated by the Govt and they may be accepted.

A copy of

In the circumstances, it is put for orders whether the mining lease applied for will be granted. Subject to orders, a draft order is put up for approval.

8/11/51 Addl 10/11/51

[illegible]
13+7

HM (Law) 14/11

As:-

(Orders above)

Necessary entries have been existence 192 made in the M.L. Rgr. The draft order may now issue.

15/XI/51 Addl 15/11/51

[illegible]
15/11(1)

Abstract

MINES - Mining lease - Red oxide of Iron, Manganese and Red Ochre (Bellary) - Sandur taluk - Nurarpur village - 3.No. 700 acres - Grant of - Application of Sri K.Narayaniah - Sanctioned.

Development Department

G.O.(Ms.)No. 3034 Dated the 14th November 1951
Read the following:-

From the Board of Revenue Ref.No.L.10349/51-1 dated 25-10-1951.

ORDER:

The Government sanction the grant to Sri K.Narayaniah of a mining lease for Red Oxide of Iron Manganese and Red Ochre for a period of twenty years over an extent of 700 acres in Nurarpur village, Sandur taluk, Bellary district subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in any Government treasury before the 10th January of every year;

(ii) the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the lease;

(iii) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery,etc. without the previous permission of such authority or the State Government.

(iv) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(v) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the Collector for weighing the minerals collected by him.

(vi) the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same;

(vii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.

(viii) that on the occurrence of any accident, the lessee shall report such accident immediately to the nearest police station, the nearest Factory Inspector and the Labour Commissioner/

(ix) the lessee shall execute an indemnity bond to Government against the claims of third parties;

(x) the lessee will at the expiration or sooner determination of the said term deliver unto the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made on or under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings, structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals;

(xi) if upon the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calendar month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof;

(xii) In the event of the existence of a state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Governor after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may prevent xxx at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiii) (a) the licensee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining the written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(b) the area without the reserve forest limits must be demarcated by a declared fire line of 40 feet wide which will be cut and kept cleared by the forest Department at the expense of the lessee;

(c) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(d) the lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out;

(e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the District Forest Officer and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer. He must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer;

(xiv) The lessee should keep the stocks of beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No.XXIV of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface rent shall be as follows:

ROYALTY: Chromite (a) High Grade (40% Cr and over) — Five per cent of the sale value at the pit's mouth subject to a minimum of Rs.1/- per ton.

(b) Low Grade (below 40% Cr) — Five per cent of the sale value at the pit's mouth subject to a minimum of Rs.3 per ton.

Red Oxide of Iron and Red Ochre. — Five percent of the sale value at the pit's mouth.

DEAD RENT: Rs. 10/- (Rupees ten) per acre per annum.

SURFACE RENT: At such rate as the land revenue and cesses assessable on the land are paid.

3. The applicant should pay a deposit of Rs. 1000/- as prescribed in rule 36 of the Mineral Concession Rules, 1949 before the lease is actually executed.

4. The form of the lease deed is under print separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. The Collector of Bellary is requested to take necessary further action.

(BY ORDER OF THE GOVERNOR OF THE STATE)

A.K.Lavakumaran,
Deputy Secretary to Government.

To the Board of Revenue (with encls.)
To the Collector of Bellary.
To A.Narayanaiah, Mineral Merchant, Post, Bellary.

Forwarded/By Order.

R./19.11. S.C. Superintendent

Abstract

MINES - Mining lease - Red oxide of Iron, Manganese and Red Ochre (Bellary) - Sandur taluk - Murarpur village - S.No. 700 acres - Grant of - Application of Sri K.Narayaniah - Sanctioned.

Development Department

G.O.Ms.No. 5034 — Dated the 14th November 1951
Read the following:--

From the Board of Revenue Ref.No.L.10349/51-1 dated 25-10-1951.

ORDER:

The Government sanction the grant to Sri K.Narayaniah of a mining lease for Red Oxide of Iron Manganese and Red Ochre for a period of twenty years over an extent of 700 acres in Murarpur village, Sandur taluk, Bellary district subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in any Government treasury before the 10th January of every year;

(ii) the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the lease;

(iii) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery,etc. without the previous permission of such authority or the State Government.

(iv) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(v) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the collector for weighing the minerals collected by him,

(vi) the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting liconces or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same;

(vii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.

(viii) that on the occurance of any accident, the lessee shall report, such accident immediately to the nearest police station, the nearest Factory Inspector and the Labour Commissioner;

(ix) the lessee shall execute an indemnity bond to Government against the claims of third parties;

(x) the lessee will at the expiration or sooner determination of the said term deliver upto the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings, structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals;

(xi) if after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calendar month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof;

(xii)In the event of the existence of a state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Governor after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may preempt ~~xxx~~ at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this cluase; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiii) (a) the licensee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining the written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(b) the area without the reserved forest limits must be demarcated by a declared fire line of 40 feet wide which will be cut and kept cleared by the Forest Department at the expense of the lessee;

(c) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing ~~existing~~ existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(d) the lessee must take suitable prevautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out;

(e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the District Forest Officer and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer. He must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer;

(xiv) The lessee should keep the stocks of beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface rent shall be as follows:

ROYALTY: Manganese	(a) High Grade (45% Mn and over)	Five per cent of the sale value at the pit's mouth subject to a minimum of Re.1/- per ton
	(b) Low Grade - (Below 45% Mn)	Five per cent of the sale value at the pit's mouth subject to a minimum of As.8 per ton.
Red Oxide of iron and Red Ochre.		Five percent of the sale value at the pit's mouth.

DEAD RENT: Rs. 10/- (Rupees ten) per acre per annum.

SURFACE RENT: At such rate as the land revenue and cesses assessable on the land are paid.

3. The applicant should pay a deposit of Rs. 1000/- as prescribed in rule 36 of the Mineral Concession Rules, 1949 before the lease is actually executed.

4. The form of the lease deed is under print separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. The Collector of Bellary is requested to take necessary further action.

(BY ORDER OF HIS EXCELLENCY THE GOVERNOR)

A.M.Savarinathan,
Deputy Secretary to Government.

To the Board of Revenue (with encls.)
To the Collector of Bellary.
To K.Narayaniah, Mineral Merchant, Fort, Bellary.

Forwarded/By Order.

PW/19.11. 51 Superintendent.

Abstract

MINES - Mining lease - Red oxide of iron, manganese ore Red Ochre (Bellary) - Sandur taluk - Nurarpur village - [illegible] 700 acres - Grant of - Application of Sri K.Narayaniah - Sanctioned.

Development Department

G.O.(Ms.)No. 5034 — Dated the 14th November 1951
Read the following:-

From the Board of Revenue Ref.No.L.10349/51-1 dated 25-10-1951.

ORDER:

The Government sanction the grant to Sri K.Narayaniah of a mining lease for Red Oxide of Iron Manganese and Red Ochre for a period of twenty years over an extent of 700 acres in Nurarpur village, Sandur taluk, Bellary district subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in any Government treasury before the 10th January of every year;

(ii) the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the lease;

(iii) the lessee shall not operate on the surface of any area prohibited by any authority by laying any roads, erecting buildings, machinery,etc. without the previous permission of such authority or the State Government.

(iv) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(v) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the Collector for weighing the minerals collected by him.

(vi) the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same;

(vii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.

(viii) that on the occurrence of any accident, the lessee shall report, such accident immediately to the nearest police station, the nearest Factory Inspector and the Labour Commissioner;

(ix) the lessee shall execute an indemnity bond to Government against the claims of third parties;

(x) the lessee will at the expiration or sooner determination of the said term deliver upto the Governor all mines, pits shafts, including drifts, levels, wate ways, airways and other work (now existing) hereafter to be sunk or made under under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings, structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals;

(xi) if at the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calendar month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof;

(xii) In the event of the existence of a state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Governor after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may preempt and at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiii) (a) the licensee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining the written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(b) the area without the reserved forest limits must be demarcated by a declared fire line of 40 feet wide which will be cut and kept cleared by the Forest Department at the expense of the lessee;

(c) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing ~~existing~~ existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(d) the lessee must take suitable prevautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out;

(e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the District Forest Officer and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer. He must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer;

(xiv) The lessee should keep the stocks of beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface rent shall be as follows:

ROYALTY: Manganese (a) High Grade (45% Mn and over) — Five per cent of sale value at the mouth subject to a minimum of Rs.1/- per

(b) Low Grade - (below 45% Mn) — Five per cent of sale value at the mouth subject to a minimum of Rs.

Red Oxide of Iron and Laterite. — Five per cent of sale value at pit's mouth.

DEAD RENT: Rs. 10/- (Rupees ten) per acre per annum.

SURFACE RENT: At such rate as the local revenue authority assessable on the land are paid.

3. The applicant should pay a deposit of Rs. 1000/- as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The form of the lease deed is under print separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. The Collector of Bellary is requested to take necessary further action.

(BY ORDER OF HIS EXCELLENCY THE GOVERNOR)

A.K.Navarinathan,
Deputy Secretary to Government.

To the Board of Revenue (with encls.)
To the Collector of Bellary.
To K.Narayaniah, Mineral Merchant, Fort, Bellary.
Forwarded/By Order.

S.C.

Superintendent.

PW/19.61.